



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 18, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 February 18, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE FUNDING AGREEMENT FOR THE
EL PUEBLO DE LOS ANGELES STATE HISTORIC PARK
PEDESTRIAN IMPROVEMENTS PROJECT
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to approve and sign the funding agreement with La Plaza de Cultura y Artes Foundation to provide reimbursement of funds for the work related to scoping, environmental clearance, and preliminary engineering of the remaining phases of the El Pueblo de Los Angeles State Historic Park Pedestrian Improvements project in the City of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chairman of the Board to sign the funding agreement between the County of Los Angeles and La Plaza de Cultura y Artes Foundation that provides reimbursement for the remaining scoping, environmental clearance, and preliminary engineering work for El Pueblo de Los Angeles State Historic Park Pedestrian Improvements project in the City of Los Angeles using \$1,000,000 of County of Los Angeles Proposition C Local Return funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will provide funding for the Foundation to design the remaining portion of the pedestrian improvements project.

In September 2004, the Board of Supervisors approved various actions relative to developing La Plaza de Cultura y Artes project, a Mexican-American cultural and multimedia center dedicated to broadening the public's appreciation of the diverse contributions of early Mexican American settlers to the history of Los Angeles.

The project includes phased development of an enhanced pedestrian walkway from Alameda Street to the Fort Moore Memorial and is envisioned to occur in four phases as follows:

- Phase I – Spring Street to Broadway
- Phase II – Broadway to Hill Street
- Phase III – Main Street to Spring Street
- Phase IV – Alameda Street to Main Street

On December 19, 2006, the County and the Foundation entered into Agreement 75972, providing for the Foundation to perform or cause to be performed all work necessary to complete the preliminary engineering for Phase III of this project and for the County to reimburse the Foundation for the cost of the preliminary engineering up to a maximum amount of \$324,000.

On March 1, 2011, the County and Foundation entered into Agreement 77486, providing for the Foundation to perform or cause to be performed all work necessary to complete construction of Phase III of the project and for the County to reimburse the Foundation for the cost of construction up to a maximum amount of \$1,500,000. Construction of Phase III of the project was completed in May 2012.

The recommended action, if approved by the Board, will provide funding for the preliminary design and environmental clearance for the remaining phases of the walkway and for the design and environmental clearance for the wayfinding signage. Once all phases are complete, the project will enhance the linkage of pedestrian routes and improve conditions for pedestrian access to cultural and historical landmarks at the El Pueblo de Los Angeles State Historic Park and the Fort Moore Memorial.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3).

By constructing the proposed improvements, pedestrian movement between Alameda Street and the Fort Moore Memorial will be enhanced improving the safety and quality of life for County residents who use these facilities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The cost for work under the agreement is estimated at \$2,000,000. The Fiscal Year 2013–14 Proposition C Local Return Capital Reserve Agreement Fund Budget includes \$1,000,000 for the scoping and design work related to the remaining project. The remaining \$1,000,000 will be

provided by the Foundation. The County will be required to provide Los Angeles County Metropolitan Transportation Authority (LACMTA) with quarterly reports and to maintain a 50 percent local match contribution to the pedestrian improvements project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed funding agreement has been signed by the Foundation and has been reviewed and approved, as to form, by County Counsel.

The Department of Public Works previously secured a LACMTA Call for Projects grant for the pedestrian improvements project. Public Works and LACMTA have mutually agreed to provide the grant to another eligible project in the County, and Public Works has agreed to provide an equal amount of Proposition C Local Return funds for the pedestrian improvements project.

Supervisor Gloria Molina currently serves as one of five members of the Board of Supervisors and a member of the Foundation Board of Directors. The officers of the Foundation do not benefit financially from services in those positions. As the Foundation's primary purpose is to support the Board in the rehabilitation and development of the El Pueblo properties, County Counsel has advised that the conflict of interest laws would not preclude the County from approving this funding agreement.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(5) of the California Environmental Quality Act Guidelines and Section 307.B.(3) of the Environmental Reporting Procedures and Guidelines adopted by the Board, execution of an agreement to prepare plans, specifications, and estimates is an administrative activity that will not cause a physical change in the environment and, therefore, does not constitute a project and is not subject to the requirements of the California Environmental Quality Act. Appropriate environmental documents will be prepared when a project is developed under this agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The execution of the funding agreement and completion of the scope of activities defined in the funding agreement will have no negative impact on current services and will provide a healthy alternative while stimulating the local economy in El Pueblo District.

CONCLUSION

Please return one adopted copy of this letter and two original funding agreements to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:JTW:pr

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

FUNDING AGREEMENT FOR THE
LA PLAZA DE CULTURA Y ARTES FOUNDATION

THIS FUNDING AGREEMENT is made and entered into by and between the LA PLAZA DE CULTURA Y ARTES FOUNDATION, a non-profit public interest foundation, (hereinafter referred to as FOUNDATION), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, COUNTY previously was awarded a Los Angeles County Metropolitan Transportation Authority (LACMTA) grant in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) to prepare preliminary design plans for an enhanced pedestrian walkway from Alameda Street to the Fort Moore Memorial (hereinafter referred to as PROJECT); and

WHEREAS, the design and construction of an enhanced pedestrian walkway and design and installation of wayfinding signage from Alameda Street to the Fort Moore Memorial are envisioned to occur in four phases: Phase 1 - Spring Street to Broadway via the existing County parking lot (hereinafter referred to as Phase I), Phase II – Broadway to Hill Street (hereinafter referred to as Phase II), Phase III – Main Street to Spring Street including the courtyard for the FOUNDATION buildings (hereinafter referred to as Phase III), and Phase IV - Alameda Street to Main Street (hereinafter referred to as Phase IV); and

WHEREAS, PROJECT will enhance linkage of pedestrian routes and improve conditions for pedestrian access to cultural and historical landmarks at the El Pueblo de Los Angeles State Historic Park and at Fort Moore Memorial; and

WHEREAS, FOUNDATION'S mission and vision include creating a multidisciplinary cultural complex that will showcase the many significant Mexican-American contributions to Los Angeles history, art, culture, and food; and

WHEREAS, COUNTY and FOUNDATION previously entered into Agreement No. 75972 to reimburse FOUNDATION up to a maximum amount of Three Hundred Twenty-Four Thousand and 00/100 Dollars (\$324,000.00) for all costs related to preliminary design plans for an enhanced pedestrian walkway from Alameda Street to the Fort Moore Memorial; and

WHEREAS, FOUNDATION prepared design plans for Phase III of the PROJECT under Agreement No. 75972 with the COUNTY; and

WHEREAS, COUNTY has been awarded grant funds in the amount of Six Million Three Hundred Forty-Seven Thousand and 00/100 Dollars (\$6,347,000.00) by LACMTA

(hereinafter referred to as GRANT FUNDS) to finance the remaining work associated with the PROJECT; and

WHEREAS, COUNTY and LACMTA have mutually agreed that the GRANT FUNDS will be allocated to another eligible project in Los Angeles County, and COUNTY will allocate an equal amount of Proposition C Local Return (PROP C LR) funds to PROJECT; and

WHEREAS, COUNTY, due to the original award of GRANT FUNDS, which have been applied to another project instead, has agreed to provide LACMTA with quarterly reports that detail the progress and expenditures for the PROJECT and a certificate of completion at the completion of the PROJECT; and

WHEREAS COUNTY and FOUNDATION previously entered into Agreement No. 77486 and reimbursed FOUNDATION in amount of One Million Five Hundred Thousand and 00/100 dollars (\$1,500,000.00), from PROP C LR funds for activities related to construction of Phase III of the PROJECT; and

WHEREAS, FOUNDATION also provided local match funds up to One Million Five Hundred Thousand and 00/100 dollars (\$1,500,000.00) to complete activities related to the construction of Phase III of the PROJECT; and

WHEREAS, COUNTY grant funds in the amount of Four Million Eight Hundred Forty Seven Thousand and 00/100 Dollars (\$4,847,000.00) remains from GRANT FUNDS to finance design and construction of the remaining work for the PROJECT; and

WHEREAS the remaining work for the PROJECT includes design and construction for the Phase I, Phase II, and Phase IV as well as design and installation of wayfinding signage for the Phase I, Phase II, Phase III, and Phase IV of the PROJECT; and

WHEREAS, FOUNDATION has completed the construction of Phase III of the PROJECT and is ready to begin scoping and environmental clearance(hereinafter referred to as SCOPING) for Phase I, Phase II, and Phase IV of the PROJECT and wayfinding signage for all phases of the PROJECT; and

WHEREAS, SCOPING costs are currently estimated to be Two Million and 00/100 dollars (\$2,000,000.00), and COUNTY desires to reimburse FOUNDATION up to a maximum amount of One Million and 00/100 dollars (\$1,000,000.00), from PROP C LR funds reserved for the PROJECT, to complete all activities related to SCOPING of the PROJECT; and

WHEREAS, FOUNDATION will also provide a local match of funds up to One Million Thousand and 00/100 dollars (\$1,000,000.00) to complete all activities related to the SCOPING of the PROJECT; and

NOW, THEREFORE, in consideration of mutual benefits to be derived by the FOUNDATION and COUNTY and the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. "Phase I, Phase II, and Phase IV of the PROJECT," as referred to in this FUNDING AGREEMENT, shall consist of SCOPING of Phase I, Phase II, and Phase IV of the PROJECT. The SCOPING of Phase I, Phase II, and Phase IV of the PROJECT shall include conceptual landscape design services, design surveys, field tests, preliminary design work, specifications, estimates, inspections, traffic index and geometric investigations, environmental studies, and all other necessary work for SCOPING for the Phase I, Phase II, and Phase IV of the PROJECT.
- b. SCOPING work related to the wayfinding signage shall include graphics, preliminary design, identification of sign locations, surveys, field tests, cost estimates, environmental studies, and all other necessary work for SCOPING for the Phase I, Phase II, Phase III, and Phase IV of the PROJECT.

(2) FOUNDATION AGREES:

- a. To perform, or cause to be performed, SCOPING of the PROJECT, in compliance with the procedures acceptable to COUNTY and all required COUNTY approvals, and in compliance with all applicable State and Federal laws and regulations, including but not limited to, the Americans with Disabilities Act.
- b. To obtain all necessary permits and acquire or lease all necessary rights of way before SCOPING of the PROJECT.
- c. To provide detailed monthly billing invoices to COUNTY after execution of the FUNDING AGREEMENT for costs incurred for SCOPING of the PROJECT.
- d. To provide detailed quarterly project progress and status reports to COUNTY after execution of the FUNDING AGREEMENT for work related to SCOPING of the PROJECT.
- e. To maintain satisfactory financial accounts, documents, and records of the expenditure of PROP C LR funds and to make them available to the COUNTY for auditing at reasonable times. FOUNDATION also agrees to

retain such financial accounts, documents and records for five (5) years following termination of this FUNDING AGREEMENT.

- f. To use a generally accepted accounting system and to maintain, and make available for COUNTY inspection, accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- g. To furnish COUNTY, within one hundred twenty (120) calendar days after completion of SCOPING of the PROJECT, a final accounting of the actual costs of SCOPING including an itemization of actual payments to consultants and contractors, and an itemized accounting of all actual labor, equipment, material, indirect, and miscellaneous costs incurred in the completion of SCOPING of the PROJECT.
- h. To defend, indemnify, release, and hold harmless COUNTY, its officers, agents, employees, and Board from and against any and all claims, liability and expenses, defense costs, and legal expenses (including attorney's and expert fees) of any kind whatsoever, including, without limitation, claims alleging personal injury or property damage relating to, arising out of, or connected with any acts or omissions on the part of FOUNDATION or any of its officers, directors, agents, employees, representatives, contractors, consultants, subcontractors of any tier or subconsultants of any tier, under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of FOUNDATION under this FUNDING AGREEMENT.
- i. Without limiting FOUNDATION'S indemnification of COUNTY and during the term of this FUNDING AGREEMENT, FOUNDATION shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to COUNTY and primary to, and not contributing with, any other insurance maintained by COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, 900 South Fremont Avenue, Alhambra, CA 91803, prior to commencing services under this AGREEMENT, shall specifically identify this FUNDING AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by FOUNDATION and/or its contactor, consultants, subcontractors of any tier or subconsultants of any tiers, to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this FUNDING AGREEMENT.

Such liability insurance shall be endorsed naming COUNTY as an additional insured and shall include:

- i. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate.
 - 1. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
 - 2. If written on a Claims Made Form, FOUNDATION shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this FUNDING AGREEMENT.
- ii. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
- iii. Workers Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million and 00/100 Dollar (\$1,000,000.00) limit, covering all persons the FOUNDATION is legally required to cover.
- j. To pay prevailing wages to all FOUNDATION employees and workers associated with the SCOPING of Phase I, Phase II, and Phase IV of the PROJECT and to contractually require all contractors or subcontractors of any tier and all consultants or subconsultants of any tier to pay prevailing wages to all employees or workers performing work or services on SCOPING of the PROJECT.

(3) COUNTY AGREES:

- a. To reimburse FOUNDATION for all costs related to SCOPING of the PROJECT, up to maximum amount of One Million and 00/100 Dollars (\$1,000,000.00).
- b. To provide METRO with quarterly reports that details the progress and expenditures for SCOPING of the PROJECT.
- c. To review and approve all quarterly status and progress report submittals prepared by FOUNDATION.

- d. Upon receipt and approval of each FOUNDATION invoice, to pay FOUNDATION for the amount invoiced within thirty (30) calendar days.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This FUNDING AGREEMENT may only be amended or modified in writing as mutually agreed to by COUNTY and FOUNDATION.
- b. At any time during the term of this FUNDING AGREEMENT or at any time within five (5) years of the expiration or prior termination of this FUNDING AGREEMENT, authorized representatives of the COUNTY may conduct an audit of the FOUNDATION records for the purpose of verifying appropriateness and validity of expenditures of PROP C LR funds under the terms of this FUNDING AGREEMENT. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this FUNDING AGREEMENT, the COUNTY may request that the FOUNDATION substitute other funds available to the FOUNDATION and return to COUNTY any PROP C LR funds expended for those ineligible expenditures.

The FOUNDATION, within thirty (30) days of notification from the COUNTY of its audit findings, may dispute the audit findings in writing to the COUNTY and provide the COUNTY with records and/or documentation to support the expenditure claims. The COUNTY shall review this documentation and make a final determination as to the validity of the expenditures.

- c. COUNTY shall review the final accounting invoice prepared by FOUNDATION and report in writing any discrepancies to FOUNDATION within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to FOUNDATION within thirty (30) calendar days after the date of said invoice. FOUNDATION shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of COUNTY'S written report. COUNTY shall make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of the FOUNDATION'S written justification. If any disputed amounts remain following the above procedure, COUNTY shall immediately pay these to FOUNDATION, under protest, as long as the aggregate amount does not exceed the maximum amount authorized by this FUNDING AGREEMENT and may proceed to file any claim that may be appropriate. All payment obligations of the COUNTY hereunder are subject to paragraph 3(a) above.

- d. Any correspondence, communication, or contact concerning this FUNDING AGREEMENT shall be directed to the following:

FOUNDATION:

Mr. Gustavo Herrera
Chief Operating Officer
La Plaza de Cultura y Artes Foundation
501 North Main Street
Los Angeles, CA 90012

COUNTY:

Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- e. FOUNDATION shall not assign, transfer, convey, or otherwise dispose of this FUNDING AGREEMENT or its rights, title, or any interest therein, without COUNTY'S prior written consent.
- f. FOUNDATION is not an agent or employee of the COUNTY by virtue of this FUNDING AGREEMENT.
- g. During the performance of this FUNDING AGREEMENT, FOUNDATION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, age, marital status, or national origin.
- h. If any provision or provisions of this FUNDING AGREEMENT are for any reason adjudged to be unenforceable or invalid, it is the specific intent of both parties that the remainder shall subsist, be, and remain in full force and effect.
- i. This FUNDING AGREEMENT shall be construed and interpreted under the laws of the State of California.
- j. In the event of a dispute arising from this FUNDING AGREEMENT, the parties agree to participate in a non-binding mediation before resorting to litigation.
- k. The COUNTY shall have no liability for any debts, liabilities, deficits or cost overruns of the PROJECT funded herein and the parties agree that the

[illegible]

- [illegible]


IN WITNESS WHEREOF, the parties hereto have caused this FUNDING AGREEMENT to be executed by their representative officers, duly authorized by LA PLAZA DE CULTURA Y ARTES FOUNDATION on _____, 2014, and by the COUNTY OF LOS ANGELES on February 18, 2014.

COUNTY OF LOS ANGELES

By 
Chairman, County of Los Angeles

ATTEST:

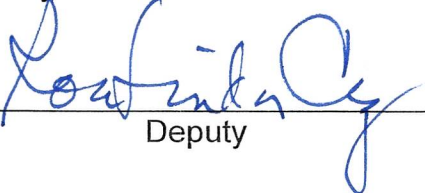
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy



APPROVED AS TO FORM:

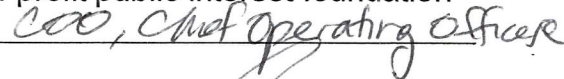
JOHN F. KRATTLI
County Counsel

By 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

LA PLAZA DE CULTURA Y ARTES
FOUNDATION

A non-profit public interest foundation

By 

By 

(Signature must be notarized.)

25 FEB 18 2014


SACHI A. HAMAI
EXECUTIVE OFFICER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

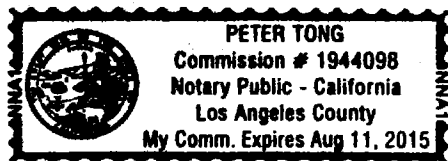
CIVIL CODE § 1189

State of California

County of LOS ANGELES

On 01/16/2014 before me, PETER TONG, NOTARY PUBLIC

personally appeared HENRICO JR. GUSTERO ADOLFO



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Funding agreement for the Arts Foundation

Document Date: 01/15/2014 Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____